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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: THERESA C. FISHER, Debtor	CHAPTER 7 CASE NO. 16-12991 (aba)
SSS EDUCATION INC., d/b/a JERSEY COLLEGE Plaintiff v. THERESA C. FISHER, Defendant	ADV. PRO. NO. __________(aba)

COMPLAINT FOR EXCEPTION OF DEBT FROM DISCHARGE

Plaintiff, SSS Education Inc., d/b/a Jersey College (hereinafter "Jersey College"), by and through its undersigned attorneys, brings the instant Complaint seeking to except from discharge the debt owed by the above-captioned Debtor to Jersey College, and avers as follows:

PARTIES

1. Plaintiff, Jersey College, is a New Jersey Corporation doing business at 546 US Route 46, Teterboro, New Jersey, County of Bergen, State of New Jersey.
2. Defendant, Theresa C. Fisher (hereinafter referred to as "Ms. Fisher" or "Defendant"), is an adult individual domiciled at 6203 Magnolia Avenue, Pennsauken, New Jersey 08109.

JURISDICTION

3. This is an adversary proceeding pursuant to Federal Rules of Bankruptcy Procedure 7001, *et seq.*
4. Jurisdiction is vested in this Court by virtue of 28 U.S.C. §1334 and 28 U.S.C. § 157(b)(2)(I).
5. This is a core proceeding and Jersey College is seeking a determination of non-dischargeability of the debt owed by Ms. Fisher to Jersey College pursuant to 11 U.S.C. §523(a)(6).

BACKGROUND

6. Formerly known as The Center for Allied Health & Nursing Education, Jersey College was established in 2003. Jersey College provides education to enrolled students.
7. Ms. Fisher was an enrolled student at Jersey College in the Professional Nursing Program, Ewing, NJ campus.
8. Students execute a written contract between Jersey College which governs the relationship (hereinafter referred to as "Agreement"). On May 9, 2013, in Ewing, Mercer

County, New Jersey, Plaintiff and Theresa Fisher, Defendant, entered into the Agreement.

9. As part of the Agreement, Plaintiff and Defendant agreed that any dispute would be submitted for binding arbitration before a single arbitrator administered by the American Arbitration Association (hereinafter referred to as "AAA").

10. Defendant failed Senior Seminar, a course designed to verify that a student is: (a) competent to practice nursing; and (b) prepare students to take the Board Examination known as the NCLEX-RN; it is essentially a comprehensive evaluation program. Therefore in accordance with Jersey College's graduation requirements outlined in the Agreement and the Course Catalog, Jersey College refused to graduate her.

11. Jersey College offered Ms. Fisher on multiple occasions, the opportunity to retake courses and to participate in a remediation program for free. Rather than accepting, Defendant went on a campaign to harass and extort Jersey College into graduating her and giving her a diploma. The campaign is based on her completely false and defamatory claims.

12. Defendant has been working to harass, and to maliciously damage the reputation of Jersey College.

13. Defendant patently and knowingly published false statements regarding Jersey College, its owner, and/or its personnel with the intent to have others view the publications, listen to and/or read the false statements and to believe them.

14. The Agreement including, without limitation the arbitration clauses entered into by Plaintiff and Defendant are valid, and the disputes which arose between the parties are within the scope of the arbitration clauses.

15. On March 13, 2015, Plaintiff requested arbitration in the manner required by the Agreement.
16. The arbitration proceeded as provided in the arbitration clauses. On April 30, 2015 a preliminary teleconference was held with the arbitrator and Plaintiff. Defendant chose not to appear although she was provided with multiple notices by counsel and by the AAA (in addition the case administrator from the AAA was able to speak to Defendant personally). Defendant's prospective attorneys were also provided with multiple notices.
17. Allan Marain, Esq. was appointed by the AAA to serve as the Arbitrator of the above dispute.
18. An Interim Award for relief was granted on May 7, 2015 giving Plaintiff temporary injunctive relief.
19. Ms. Fisher was served with a copy of this Interim Award on May 8, 2015.
20. The arbitration hearing was held pursuant to the arbitration clause of the Agreement and AAA arbitration rules, at Rem Law Group, P.C., 25 East Salem Street, Suite 400, Hackensack, NJ, on May 13, 2015. Ms. Fisher was provided with notice of this hearing both by our office and the AAA.
21. After considering the pleadings, papers, briefs, testimony of three witnesses, authenticated evidence, and arguments of counsel, the Arbitrator delivered a signed, written, acknowledged Final Award to the parties on June 12, 2015 (Exhibit A, G. Mueller Affirmation).
22. As part of the Final Award Mr. Marain held that Plaintiff's proofs demonstrated the falsity of Defendant's statements by clear and convincing evidence (See Paragraph 12 in Final Award - Exhibit A, G. Mueller Affirmation).

23. As part of the Final Award Mr. Marain also concluded that Defendant's reprisals were for the express purpose of extorting from Plaintiff a diploma that Defendant did not earn (See Paragraph 8 in Final Award - Exhibit A, G. Mueller Affirmation).

24. Mr. Marain further concluded that by a fair preponderance of the credible evidence that Defendant's conduct was both "willful and malicious" and caused Plaintiff financial losses in excess of $250,000.00 (See Paragraph 19 in Final Award - Exhibit A, G. Mueller Affirmation).

25. The arbitration clauses of the Agreement specifically state that the prevailing party of any Arbitration brought pursuant to the Agreement will be awarded reasonable Attorney's fees, interest accrued and costs incurred in that action (See Page 2 of Final Award - Exhibit A, G. Mueller Affirmation).

26. Mr. Marain determined Plaintiff's attorney's fees to be $26,836.34.

27. Ms. Fisher has been provided with a copy of the Final Award and correspondence from our office demanding that she cease and desist pursuant to the Final Award. Yet she continued to participate in defamatory postings and continued to make false and defamatory statements about Jersey College, its owners, its management, and/or personnel.

28. On August 28, 2015 Plaintiff filed a Verified Complaint to Confirm Final Arbitration Award.

29. On October 8, 2015 Plaintiff's Counsel appeared before The Honorable Menelaos W. Toskos, J.S.Ch. who entered a Judgment in favor of Plaintiff affirming the final arbitration award (Exhibit B, G. Mueller Affirmation).

30. On October 18, 2015 Plaintiff's Counsel served Defendant with the Filed Judgment on Award (Exhibit C, G. Mueller Affirmation).

31. On December 9, 2015 having not heard from Defendant, Plaintiff filed a Motion for Order Enforcing Litigant's Rights.

32. On January 8, 2016, The Honorable Menelaos W. Toskos, J.S.Ch. entered an Order in favor of Plaintiff (Exhibit D, G. Mueller Affirmation).

33. On or about March 9, 2016 Plaintiff's counsel submitted a Writ of Execution which was entered by The Honorable Bonnie J. Mizdol, A.J.S.C. on March 11, 2016. (Exhibit E, G. Mueller Affirmation).

34. On or about March 31, 2016 Defendant was notified of the Writ of Execution (Exhibit F, G. Mueller Affirmation).

35. On April 4, 2016 Plaintiff received notice of Defendant's Voluntary Petition for Individual Filing for Bankruptcy which was filed on February 19, 2016.

36. On April 8, 2016 a lien was recorded on Plaintiff's property (Exhibit F, G. Mueller Affirmation).

37. At all times relevant Defendant's actions and conduct against Plaintiff have been willful and malicious.

38. At all times relevant, as a result of Defendant's actions Plaintiff has suffered injury.

FIRST COUNT
NON-DISCHARGEABILITY – 11 U.S.C. §523(a)(6)

39. Jersey College repeats and re-alleges each and every fact set forth in the preceding paragraphs as if set forth in its entirety herein.

40. As set forth above, Defendant went on a campaign to harass and extort Jersey College into graduating her and giving her a diploma. The campaign is based on her completely false and defamatory claims.

41. Ms. Fisher's actions were both willful and malicious and caused injury to Jersey College as aforesaid such that the debt due to Jersey College should be excepted from discharge pursuant to 11 U.S.C. §523(a)(6).

42. Jersey College further continues to incur expenses in the form of attorney's fees, expenses and costs, which are directly calculable as damages.

WHEREFORE, Plaintiff, Jersey College, prays that judgment be entered in its favor and against the Defendant, Theresa Fisher, excepting from discharge the debt owed by her to Jersey College, plus any and all interest, attorney's fees expenses and costs associated herewith pursuant to 11 U.S.C. §523(a)(6).

Dated: May 26, 2016

MUELLER LAW GROUP

By: ________________________
Gregory K. Mueller, Esq.
Attorney for Plaintiff